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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

FARZANA ANJUM, P.T.

7528 Wynstone Place
Fontana, California 92336
Physical Therapist No. PT 28186

Respondent.

Case No. 1D 2006 64655

OAH No. 2007110807

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

In the interest of a prompt and speedy settlement of this matter, consistent with the public interest and the responsibility of the Physical Therapy Board of California (Board), the parties hereby agree to the following Stipulated Settlement and Disciplinary Order which will be submitted to the Board for approval and adoption as the final disposition of the Accusation.

PARTIES

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Board. He brought this action solely in his official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Chris Leong, Deputy Attorney General.

2. Respondent Farzana Anjum, P.T. (Respondent) is represented in this proceeding by attorney Rosa M. Mosley, whose address is 3400 Inland Empire Blvd., Suite 101, Ontario, California 91764.

3. On or about March 20, 2003, the Board issued Physical Therapist license No. PT 28186 to Respondent. The license was in full force and effect at all times relevant to the charges brought in Accusation No. 1D 2006 64655 and will expire on December 31, 2008, unless renewed.

JURISDICTION

4. Accusation No. 1D 2006 64655 was filed before the Board, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on November 7, 2007. Respondent timely filed her Notice of Defense contesting the Accusation. A copy of Accusation Number 1D 2006 64655 is attached as Exhibit A and is incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 1D 2006 64655. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at her own expense; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent admits the truth of the First Cause for Discipline allegation in paragraphs 9A, 9B and 9C in Accusation Number 1D 2006 64655.

9. Respondent agrees that her Physical Therapist license is subject to

discipline under Business and Professions Code sections 2660 subdivision (d), and 2661 for conviction of a crime. She agrees to be bound by the Board's imposition of discipline as set forth in the Disciplinary Order below.

CONTINGENCY

10. This stipulation shall be subject to approval by the Physical Therapy Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Physical Therapist Number PT 28186 issued to Respondent Farzana Anjum, P.T. is revoked. However, the revocation is stayed and Respondent is placed on probation for twenty-three (23) months on the following terms and conditions.

1. RESTRICTION OF PRACTICE - HOME CARE The respondent shall not provide physical therapy services in a patient's home.

2. RESTRICTION OF PRACTICE - PRESENCE OF ANOTHER LICENSED HEALTH CARE PROFESSIONAL REQUIRED: The respondent shall be

1 prohibited from working any shift in which there is no other licensed health care professional on
2 duty.

3 3. RESTRICTION OF PRACTICE - PROHIBITION OF SELF
4 EMPLOYMENT OR OWNERSHIP Respondent shall not be the sole proprietor or partner in
5 the ownership of any business that offers physical therapy services. Respondent shall not be a
6 Board member or an officer or have a majority interest in any corporation that offers or provides
7 physical therapy services. Respondent shall not provide services on a contract basis in any
8 business that offers physical therapy services that she has an ownership interest.

9 4. RESTRICTION OF PRACTICE - PROHIBITION OF DIRECT BILLING
10 OF THIRD-PARTY PAYERS Respondent shall not have final approval over any physical
11 therapy billings submitted to any third-party payers in any employment.

12 5. PROBATION MONITORING COSTS Respondent shall reimburse all
13 costs incurred by the Board for probation monitoring during the entire period of probation.
14 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical
15 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the
16 billing shall constitute a violation of the probation order.

17 6. COST RECOVERY The respondent is ordered to reimburse the Board
18 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the
19 amount of \$3,230.50. Said costs shall be reduced, however, and the remainder forgiven, if
20 Respondent pays or \$1,800 within 90 days of the effective date of the Decision. In the event
21 Respondent fails to pay within ninety (90) days of the Decision, the full amount of costs shall be
22 immediately due and payable. Failure to pay the ordered reimbursement, or any agreed upon
23 payment, shall constitute a violation of the probation order. The filing of bankruptcy by
24 Respondent shall not relieve Respondent of her responsibility to reimburse the Board. If
25 Respondent is in default of her responsibility to reimburse the Board, the Board will collect cost
26 recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of
27 attachment of earned wages legally available to the Board. Failure to fulfill the obligation could
28 also result in attachment to the Department of Motor Vehicle registrations and/or license

1 renewals.

2 7. OBEY ALL LAWS Respondent shall obey all federal, state and local
3 laws, and statutes and regulations governing the practice, inspections and reporting, of physical
4 therapy in California and remain in full compliance with any court ordered criminal probation.

5 8. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be
6 in compliance with any valid order of a court. Being found in contempt of any court order is a
7 violation of probation.

8 9. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF
9 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation
10 and shall be in compliance with any restitution ordered, payments or other orders.

11 10. QUARTERLY REPORTS Respondent shall submit quarterly
12 declarations under penalty of perjury on forms provided by the Board, stating whether there has
13 been compliance with all the conditions of probation.

14 11. PROBATION MONITORING PROGRAM COMPLIANCE Respondent
15 shall comply with the Board's probation monitoring program.

16 12. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent
17 shall appear in person for interviews with the Board, or its designee, upon request at various
18 intervals.

19 13. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
20 respondent shall notify all present or future employers of the reason for and the terms and
21 conditions of the probation by providing a copy of the Initial Probationary License, Statement of
22 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and
23 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)
24 shall include the name, address and phone number of the employer, and, if different, the name,
25 address and phone number of the work location.

26 14. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The
27 respondent shall notify the Board, in writing, of any and all name and/or address changes within
28 ten (10) days.

1 15. RESTRICTION OF PRACTICE - TEMPORARY SERVICES
2 AGENCIES The respondent shall not work for more than one temporary services agency or
3 registry at any one time.

4 16. RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF
5 PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL
6 THERAPIST LICENSE APPLICANTS PROHIBITED Respondent shall not supervise any
7 physical therapy student interns or foreign educated physical therapist license applicants during
8 the entire period of probation. Respondent shall terminate any such supervisory relationship in
9 existence on the effective date of this probation.

10 17. PROHIBITED USE OF ALIASES Respondent may not use aliases and
11 shall be prohibited from using any name which is not her legally-recognized name or based upon
12 a legal change of name.

13 18. INTERMITTENT WORK If the respondent works less than 192 hours as
14 a physical therapist or a physical therapist assistant in the physical therapy profession in a period
15 of three months, those months shall not be counted toward satisfaction of the probationary
16 period. The respondent shall notify the Board if she works less than 192 hours in a three month
17 period.

18 19. TOLLING OF PROBATION The period of probation shall run only
19 during the time respondent is practicing or performing physical therapy within California. If,
20 during probation, respondent does not practice or perform within California, respondent is
21 required to immediately notify the probation monitor in writing of the date that respondent is
22 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or
23 performing physical therapy by the respondent in California prior to notification to the Board of
24 the respondent's return will not be credited toward completion of probation. Any order for
25 payment of cost recovery shall remain in effect whether or not probation is tolled.

26 20. VIOLATION OF PROBATION If respondent violates probation in any
27 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke
28 probation and carry out the disciplinary order that was stayed. If an accusation or petition to

1 revoke probation is filed against respondent during probation, the Board shall have continuing
2 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
3 is final.

4 21. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,
5 HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent
6 ceases practicing or performing physical therapy due to retirement, health or other reasons or is
7 otherwise unable to satisfy the terms and conditions of probation, respondent may request to
8 surrender her license to the Board. The Board reserves the right to evaluate the respondent's
9 request and to exercise its discretion whether to grant the request or to take any other action
10 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
11 tendered license, the terms and conditions of probation shall be tolled until such time as the
12 license is no longer renewable, the respondent makes application for the renewal of the tendered
13 license or makes application for a new license.

14 22. COMPLETION OF PROBATION Upon successful completion of
15 probation, respondent's license shall be fully restored.

16 23. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE
17 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF
18 PHYSICAL THERAPY Within 90 days of the effective date of this decision, respondent shall
19 take and pass the Board's written examination on the laws and regulations governing the practice
20 of physical therapy in California. If respondent fails to pass the examination, respondent shall be
21 suspended from the practice of physical therapy until a repeat examination has been successfully
22 passed.

23 24. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE
24 ON PROBATION It is not contrary to the public interest for the respondent to practice and/or
25 perform physical therapy under the probationary conditions specified in the disciplinary order.
26 Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been
27 disciplined, or that the respondent is on probation, shall be used as the sole basis for any third
28 party payer to remove respondent from any list of approved providers.

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board of California of the Department of Consumer Affairs.

DATED: April 3, 2008 .

EDMUND G. BROWN JR., Attorney General
of the State of California

Original Signed By:
CHRIS LEONG
Deputy Attorney General

Attorneys for Complainant

DOJ Matter ID: LA2007601738
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Exhibit A

Accusation No. 1D 2006 64655

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Physical Therapist No. PT 28186

Respondent.

Case No. 1D 2006 64655

OAH No. 2007110807

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on June 5, 2008.

IT IS SO ORDERED May 6, 2008.

Original Signed By:
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS